

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE NOVO NORDISK SECURITIES
LITIGATION

This Document Relates to:
All Securities Actions

Master File No. 3:17-cv-0209-BRM-LHG

**DEFENDANTS' SUPPLEMENTAL RESPONSE TO
PLAINTIFFS' INTERROGATORY NO. 13**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure (the “Federal Rules”) and the Local Civil and Criminal Rules for the United States District Court for the District of New Jersey, Defendants Novo Nordisk A/S, Lars Rebien Sørensen, Jesper Brandgaard and Jakob Riis (collectively, “Defendants”), by and through their undersigned counsel, hereby further respond and object to Plaintiffs’ Second Set of Interrogatories to Defendants (the “Interrogatories”) by Plaintiffs Central States, Southeast and Southwest Areas Pension Fund, Lehigh County Employees’ Retirement System, Oklahoma Firefighters Pension and Retirement System, Boston Retirement System, and Employees’ Pension Plan of the City of Clearwater (collectively, “Plaintiffs”) as follows:

Defendants hereby incorporate Defendants’ Responses and Objections to Plaintiffs’ Interrogatories, dated October 12, 2020, including the General Objections, Objections to Definitions, Objections to Instructions, and the specific objections to Interrogatory No. 13.

Interrogatory No. 13:

Identify all Rebates relating to Novo Drugs other than Tresiba that Novo paid as part of an agreement to secure formulary access for Tresiba during the Relevant Period. For each Rebate identified, provide: (i) the Payer to which Novo paid the Rebate; (ii) the formulary; (iii) the Novo Drug in connection with which Novo paid the Rebate; (iv) the amount of the Rebate (by percentage of list price) that Novo agreed to pay in order to secure formulary access for Tresiba;

(v) the time period during which the specific Rebate remained in place; and (vi) the total cost (in USD) to Novo of the specific Rebate, on a quarter-by-quarter basis.

Response to Interrogatory No. 13:

Subject to and without waiver of any of their objections, Defendants further respond to Interrogatory No. 13 as follows:

Pursuant to Rule 33(d) of the Federal Rules, Defendants identify the following contracts between Novo Nordisk Inc. and certain payers:

- NNAS-SEC_02906090 at -090, -100-101, -104-105;
- NNAS-SEC_02906910 at -910, -918-920;
- NNAS-SEC_02708070 at -070, -073-074;
- NNAS-SEC_02906336 at -336, -342;
- NNAS-SEC_02706996 at -996, -018-020;
- NNAS-SEC_02891756 at -756, -760-762;
- NNAS-SEC_02966832 at -832, -834;
- NNAS-SEC_02708077 at -077, -080-081;
- NNAS-SEC_00017368 at -368, -371-372.

Each contract reflects the identity of the payer, the relevant formulary and/or channel, the specific terms of any provision responsive to Interrogatory No. 13, and the applicable term of the rebate agreement.

Dated: December 4, 2020
Newark, New Jersey

By: /s/ Michael R. Griffinger
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CERTIFICATE OF SERVICE

I, Michael R. Griffinger, an attorney duly admitted to practice in this District, hereby certify that, on December 4, 2020, I caused to be served the foregoing Defendants' Supplemental Response to Plaintiffs' Interrogatory No. 13 in accordance with the District of New Jersey's Rules on Electronic Service and the Federal Rules by emailing a true copy to counsel of record for Plaintiffs.

By: /s/ Michael R. Griffinger
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